

October 4, 2007

Chris Knight
City of Las Vegas
City Hall
400 Stewart Avenue
Las Vegas, NV 89101

Hotel Sales Manager: Kelly Bleecker

Subject: City of Las Vegas
November 29, 2007 to November 30, 2007

We are pleased that you have chosen Bally's Las Vegas to host CITY OF LAS VEGAS and we offer the following information for your consideration.

This serves as a Letter of Agreement between CITY OF LAS VEGAS (herein referred to as "Group") and Bally's Las Vegas (herein referred to as "Hotel").

GUESTROOM ACCOMMODATIONS

Please find below the specifications that are being held on a tentative basis pending your signing of this Agreement and the subsequent countersigning of this Agreement by Hotel, or until such time as another group requests the same set of dates:

	Thu 11/29/07
Run of House	10

RATES

The following rates are per guestroom, per night, single or double occupancy. Rates are subject to Clark County Room Tax, currently nine percent (9%).

	Thu 11/29/07
Run of House	\$99.00

ADDITIONAL PERSON

Additional persons will be charged at a rate of \$30.00 per person, per night, with a maximum of four persons per guestroom.

EARLY ARRIVALS AND LATE DEPARTURES

Early arrival and late departures, other than those listed above, may be requested at the applicable Group rate at the time the reservation is submitted. The applicable Group rate will be extended to up to five percent (5%) of the peak night utilization, three (3) days prior and three (3) days following the established guestroom block in this Agreement. These rates will not be available past the group cut-off date.

GUESTROOM POLICY

Hotel must approve any modifications to the guestrooms, corridors or any location in the hotel towers, including, but not limited to: removal of furniture, fixtures, artwork, etc; adding tables or chairs, signage, using guestrooms as meeting rooms or exhibit rooms.

No outside vendors are allowed to work in the hotel towers or guestrooms without prior approval from Hotel.

COMPLIMENTARY GUESTROOMS

Hotel will provide one (1) complimentary standard guestroom for each 0 paid guestrooms occupied on a cumulative basis during your visit.

Earned complimentary guestroom nights shall be credited toward Group's Master Account at the Run of House rate at the conclusion of the program, based upon actual guestroom utilization.

EARLY DEPARTURES

In the event a guest who has reserved a guestroom within your block checks out prior to the reserved check-out date, Hotel will add an early check-out fee of \$50.00 plus tax to that individual's account. Guests wishing to avoid an early check-out fee should advise Hotel at or before check-in of any change in planned length of stay. Hotel will inform members of Group of this potential charge at check-in, and request that Group also informs attendees of this obligation.

ROOM RELEASE DATE (CUT-OFF)

Hotel policy recognizes a cut-off date for reservations. Any reservation request received after that time may be accepted on "space available" basis at the prevailing hotel rates. Your cut-off is **Tuesday, October 30, 2007**. All guestrooms not reserved at the cut-off date will revert back to Hotel for re-sale. This does not relieve Group of any Attrition charges as outlined in the Attrition clause below.

RESERVATION METHOD

Group has elected to submit all reservations by a rooming list. A typed, alphabetized rooming list is required from Group by the cut-off date, which includes each guest's name, arrival and departure dates, expected arrival time, and payment information. Once the original rooming list is received by Hotel, revisions must be in writing and indicate the original reservation, as well as the change requested. All rooming lists are guaranteed for late arrival to Group's Master Account. It is policy to require a credit card or cash deposit for incidental charges.

Hotel accepts Visa, MasterCard, American Express, Discover, or Diners Club.

Check-in time is 4:00 PM and check-out time is 11:00 AM. Any departures after 11:00 AM are subject to the full day charge.

Each guestroom must have at least one registered guest 21 years of age or older.

PAYMENT METHOD

Guestroom and tax for each attendee will be applied to Group's Master Account. Individuals will be responsible for their own incidentals. All banquet charges will be applied to Group's Master Account.

ATTRITION

This Agreement is based on Group's use of the guestroom block as outlined above. However, thirty (30) days or more, prior to the first day of arrival, Group may reduce its guestroom block by a maximum of 10% per night. Thereafter, Group shall pay Hotel one night's guestroom rate and tax for each unused guestroom night based on the guestroom night commitment or the adjusted guestroom night commitment, if such adjustment was made and sent to Hotel in writing. Such charge will be added to Group's Master Account. No payment shall be due, however, for any night during the Group stay in which all of the guestrooms in Hotel, exclusive of the Group guestroom block, are sold, and the unused guestrooms in the Group's block are thereafter resold.

CANCELLATION

Notwithstanding any other provision of this Agreement, either party may cancel this Agreement upon written notice to the other party, at any time prior to the event and upon payment of an amount based on the following scale:

TIMEFRAME	CANCELLATION FEE
Signing of Agreement To October 29, 2007	\$3,192.00
On or after October 29, 2007	\$3,591.00

Cancellation pursuant to this provision is not a default but rather the exercise of a right under this Agreement without any further obligation beyond payment of the indicated cancellation fee. Payment of the appropriate cancellation fee shall accompany the notice of cancellation.

FUNCTION REQUIREMENTS

Hotel will provide Group with function space in accordance with the following schedule of events. Meeting and function assignments are based on the contracted number of people attending the meetings and banquet functions. Hotel reserves the right to make reasonable substitutions to meeting and banquet rooms, with prior notification to Group.

TENTATIVE SCHEDULE OF EVENTS

Date	Start Time	End Time	Function	Agr	Setup	Room	Rental
11/29/2007	7:00 AM	8:00 AM	Continental Breakfast	35	EXIT	Asia	Waived
11/29/2007	8:00 AM	5:00 PM	General Session	35	CR	Asia	Waived
11/29/2007	10:00 AM	10:15 AM	Break	35	EXIT	Asia	Waived
11/29/2007	12:00 PM	1:00 PM	Lunch	35	EXIT	Asia	Waived
11/29/2007	3:00 PM	3:15 PM	Break	35	EXIT	Asia	Waived
11/30/2007	7:00 AM	8:00 AM	Continental Breakfast	35	EXIT	Palace 4	Waived
11/30/2007	8:00 AM	1:00 PM	General	35	CR	Palace 4	Waived

			Session				
11/30/2007	10:00 AM	10:15 AM	Break	35	EXIT	Palace 4	Waived

CATERED FOOD & BEVERAGE MINIMUM

This Agreement is based on Group spending not less than \$3,000.00 in CATERED Food & Beverage (excluding applicable Taxes and Gratuities) at Hotel and/or any Harrah's Entertainment Hotel in Las Vegas. CATERED Food & Beverage is defined as Food & Beverage that is hosted by Hotel's Banquet Department and consumed within Hotel's function space as outlined in the Schedule of Events in this Agreement.

Should Group spend less than \$3,000.00, Group will be charged the difference between the actual amount spent in CATERED Food & Beverage (excluding applicable Taxes and Gratuities) at Hotel and/or any Harrah's Entertainment Hotel in Las Vegas and \$3,000.00.

In addition, if the Group cancels a specific Food & Beverage function within fourteen (14) days of that function, then they will be charged seventy-five percent (75%) of the estimated catering revenue, even if the Catered Food & Beverage Minimum is met.

Current Harrah's Entertainment Hotels in Las Vegas include Bally's, Paris, Flamingo, Caesars Palace, Rio All-Suite Hotel & Casino and Harrah's Las Vegas.

DEPOSITS

All Deposits are non-refundable. Deposits are required in accordance with the following schedule. If a deposit is not received as scheduled, this Agreement will be considered null and void at the sole discretion of Hotel. Hotel will provide Group with written notice five (5) business days before rendering this Agreement null and void for failure to pay the deposits according to this schedule.

- ◆ DUE DATE: October 29, 2007 AMOUNT: \$2,000.00

All deposits will be applied to Group's Master Account.

CREDIT PROCEDURES / MASTER ACCOUNT

Pre-Payment – Should Direct Billing not be approved, all estimated charges must be pre-paid thirty (30) days prior to Group's arrival date. We accept all major credit cards and/or personal or company checks. Checks will be accepted no less than 35 working days prior to arrival.

Direct Billing – In order to establish credit for billing, it is necessary that a credit application be completed and returned no less than 120 days prior to arrival. The application will be forwarded to Hotel's Accounts Receivable Department for processing. If additional deposits are determined to be required, Group will be notified in writing of payment schedule. Preliminary notification of Direct Billing status will be given within two weeks of application being submitted. Final notification will be given thirty (30) days prior to Group's arrival date. Credit will not be established for a Group with Master Account expenditures less than \$10,000.00.

Should credit not be approved, estimated charges are to be paid thirty (30) days prior to arrival.

When Direct Billing is pre-approved by Hotel, full payment is due within thirty (30) days of receipt of the final Master Account billing. Any discrepancies in Group's Master Account should be brought to our attention immediately and will be dealt with separately from the balance of the amount due.

Any undisputed payment required, not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date due and shall be payable to Hotel. In the event an amount due hereunder is disputed, once resolved, the disputed charges shall be re-billed to Group and shall be due within 30 days of receipt and if not paid when due, shall bear interest at the rate of eighteen percent (18%) per annum from the date due. If Hotel incurs any expense to collect unpaid amounts, Group shall pay all costs incurred by Hotel to collect past due balances, including collection agency fees, attorney's fees, expenses and costs. In addition, Group shall pay interest at the rate of eighteen percent (18%) per annum on such amounts from the past due date to the date of its payment by Group.

RELOCATION

Should Hotel fail to honor the reservation of any confirmed guest(s), Hotel shall, at its own expense, provide lodging for such guest(s) at another hotel, a five minute telephone call each day, and transportation to/from the meeting facilities as long as such guest is denied lodging at Hotel consistent with the reservation. Hotel will attempt to relocate such guest(s) back to Hotel as soon as guestrooms become available.

AUDIO VISUAL

Encore Productions is Hotel's in-house audio visual firm. The Encore office can be reached at 702-967-4154.

EXHIBITS

Should Group have exhibits, please refer to the Catering, Convention Services and Exhibit Guidelines for detailed instructions regarding Hotel's Policies and Procedures concerning exhibits.

TRADEMARKS

CITY OF LAS VEGAS, their affiliates, assigns, agents and employees shall not use Harrah's or Hotel's trade or service marks in any advertising or promotional material or any other media without such materials first being reviewed and authorized in writing by Hotel.

INDEMNIFICATION

Hotel shall indemnify, defend and hold harmless Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by Hotel's negligence in connection with the provision of services or the use of Hotel facilities. Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such claims, including the limitation set forth in NRS Chapter 41 with respect to third party claims.

Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by Group's negligence and/or its members' negligence in connection with the use of Hotel facilities. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such claims.

IMPOSSIBILITY

The Performance of this Agreement by either party is subject to Acts of God, war, terrorism, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities or any other emergency making it illegal or impossible to provide facilities or to hold the conference.

It is provided that this Agreement may be terminated for any one (1) or more of such reasons by written notice from one (1) party to the other without any cancellation charges.

ATTORNEY FEES AND COSTS

Should any party be required to bring legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be awarded its costs incurred and expended during any pending litigation, including reasonable attorney's fees.

UNDERAGE GAMING/DRINKING

Group acknowledges and understands that it is unlawful for any person under the age of 21 years to possess or consume alcoholic beverages, play any gambling game or slot machine or loiter in any gaming area. Group further acknowledges and understands that it is unlawful to aide, assist or permit a person under the age of 21 years to participate in these activities. Group acknowledges that it shall be responsible for preventing such unlawful activity at its function or by persons attending the function. Group further acknowledges that failure to do so shall be grounds for immediate termination of the function.

MISCELLANEOUS

Any Agreement encompassing these Policies and Procedures has been entered into in the State of Nevada and is subject solely to the laws of the State of Nevada. The parties agree that in the event of any litigation or other dispute between the parties relative to this Agreement action shall be brought in the State of Nevada, in the County of Clark. The prevailing party in any action shall be entitled to reasonable attorney fees and costs.

This Agreement, along with any executed addenda, constitutes the integrated agreement of both parties, and may not be assigned by either party.

CONFIRMATION PROCEDURES

These arrangements are confirmed on a definite basis, only after it has been signed by an authorized individual of Group on or before 08/27/07, and thereafter countersigned by Hotel. Until that time, Hotel reserves the right to release the space being held in this Agreement for Group.

ACCEPTED BY:

On behalf of the Group, I hereby accept the offer that Hotel has set forth in this letter and agree to be bound to the terms and conditions set forth herein. I certify that I have the authority to bind Group to this Agreement.

BALLY'S LAS VEGAS

City of Las Vegas

Drew Varga
Vice President of Sales-Western Region

Kathleen C. Rainey, Manager
Purchasing and Contracts

Date

Date

Approved to Form:

Attest To:

Robert J. Sylva

Beverly K. Bridges, CMC
City Clerk